

Exhibit A

to SPC Litigation Trustee's Objection to Claim Number 624 of
David Lemm

Proof of Claim No. 624

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISIONChapter 11
PROOF OF CLAIMSupplemental Bar Date - 5:00 P.M.
Prevailing Eastern Time, September 5, 2007

Name of Debtor Against Which You Assert Your Claim (check only ONE box - If you have a claim against more than one of the Debtors, you must file a separate proof of claim against each Debtor)

SCOTIA DEVELOPMENT LLC - Case No. 07-20027-C-11
 THE PACIFIC LUMBER COMPANY - Case No. 07-20028-C-11
 BRITT LUMBER CO., INC. - Case No. 07-20029-C-11
 SALMON CREEK LLC - Case No. 07-20030-C-11
 SCOTIA INN INC. - Case No. 07-20031-C-11
 SCOTIA PACIFIC COMPANY LLC - Case No. 07-20032-C-11

NOTE. This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

A. Name and Address of Creditor (The person or entity to whom the debtor owes money or property)



Creditor ID SCO-36534-BD-24
 DAVID LEMM
 P O BOX 9066
 EUREKA CA 95502-9066

707-445-1307

Telephone Number of Creditor
707-441-1835

Fax Number of Creditor

(If your address has changed or is incorrect as it appears in Item A, please provide corrections)

B. Name and address of person to whom notices must be served, if different from above
 (Check box if replaces address above additional address)

Name _____

Company/Firm _____

Address _____

Phone _____ Fax _____

Last four digits of account or other number by which creditor identifies debtor _____

Check here replaces if this claim amends a previously filed claim dated _____

1 Basis For Claim

Goods sold to debtor(s)
 Services performed for debtor(s)
 Goods purchased from debtor(s)
 Money loaned
 Personal injury/property damage
 Other

Taxes
 Severance agreement
 Refund
 Real property lease
 Personal property lease
 Other contract

Retiree benefits as defined in 11 U.S.C. § 1114(a)
 Wages, salaries and compensation (fill out below)
 Last four digits of SS# _____
 Unpaid compensation for services performed from _____ to _____
 (date) (date)

2 Date debt was incurred June 2002 Modified in Oct. 2002

3 If court judgment, date obtained

4 Classification of Claim Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case was filed
 See reverse side for important explanations

Unsecured Nonpriority Claim \$ 200,000

Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority

Unsecured Priority Claim

Check this box if you have an unsecured priority claim, all or part of which is entitled to priority

Amount entitled to priority \$ _____

Specify the priority of the claim

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)
 Wages, salaries, or commissions (up to \$10,000), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)

Secured Claim

Check this box if your claim is secured by collateral (including a right of setoff)
 Brief Descript of Collateral
 Real Estate Motor Vehicle Other _____

Value of Collateral \$ _____

Amount of arrearage and other charges at time case filed included in secured claim if any \$ _____

Up to \$2,225* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____)

*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

5 Total Amount of Claim at Time Case Filed

\$ 200,000 \$ _____ \$ _____ \$ 200,000
 (unsecured) (secured) (priority) (Total)

Check this box if your claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges

6 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

7 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary

8 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed return envelope and copy of this proof of claim

This Space Is For Court Use Only

Date _____	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) and receive notice
Print _____	Title _____
Signature _____	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to five years or both 18 U.S.C. §§ 152 and 3571

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LUCILLE & COMPANY, INC.

ADDENDUM

Item 7:

Supporting Documents/Summary: In 2002, the parties entered into numerous oral and then written memorialization of agreements relative to the sale by Debtor to Creditor of approximately 5 acres of real property for \$65,000.00. When Debtor refused to eventually consummate the transaction and sell the property to Creditor, Creditor was forced in June 2002, to file a Complaint for, among other things, specific performance and breach of contract. Several months later, based upon other litigation Debtor had with others in the community, Debtor represented to Creditor that if Creditor were to dismiss the litigation, Debtor then would finalize the transaction for the sale of the property, and if it was unavailable, due to litigation, it would then sell comparable other real property to Creditor. Thereafter, Debtor again breached its agreement to sell the property, but then thereafter entered bankruptcy protection. Contemporaneous written letters and memoranda memorializing discussions and agreements relative to the agreement, and modifications thereto; lawsuit, Notice of Lis Pendens, etc., filed in the Superior Court litigation, Humboldt County Superior Court.